

TOGETHER with all improvements, structures and buildings now or hereafter erected or placed on the Land and all replacements thereof (hereinafter sometimes referred to collectively as the "Improvements").

TOGETHER with all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying all or any portion of the Improvements), now or hereafter located or contained in or upon or attached to, the Land or the Improvements or any part thereof, and used or usable in connection with any present or future use or operations of the Land or the Improvements or any part thereof, whether now owned or hereafter acquired by the Grantor or others (all of the foregoing, together with all replacements thereof, substitutions therefor and additions thereto, being hereinafter sometimes referred to collectively as the "Equipment"). All of the Equipment, so far as permitted by law, shall be deemed to be fixtures and part of the Land and of the Improvements, and as to any part of the Equipment not deemed or permitted by law to be fixtures, this Deed of Trust shall also constitute a security agreement under the Maryland Uniform Commercial Code, and pursuant thereto, and in order to secure the repayment of the Indebtedness (as hereinafter defined) and the performance of the obligations intended to be secured by this Deed of Trust, the Grantor hereby grants to the Beneficiary a security interest under the Maryland Uniform Commercial Code in and to such part of the Equipment not deemed or permitted by law to be fixtures, and the proceeds (cash and non-cash) thereof, including the proceeds of any and all insurance policies in connection therewith. With respect to such Equipment the Beneficiary shall have all the rights and remedies of a secured party under the Maryland Uniform Commercial Code.

Unless specifically designated otherwise, the Land, the Improvements, the Equipment and all other items and property described in the preceding paragraphs hereof shall hereinafter be collectively referred to as the "Property".

TOGETHER with any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the Property or any part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Awards", or singularly a "Condemnation Award"), to the extent of all Indebtedness (as hereinafter defined) which may be secured by this Deed of Trust at the date of receipt of any such Condemnation Award by the Beneficiary, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Beneficiary in connection with the collection of such Condemnation Award or payment.

TOGETHER with any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

TOGETHER with all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title